

# Buy. Build. Get. \$25K in MERRIFIELD

## Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "Buy. Build. Get. \$25K in Merrifield" promotion (**Promotion**), Merrifield means Ascotown Pastoral Company Pty Ltd, Merrifield Corporation Pty Ltd, Rosedust Pty Ltd or Copperdust Pty Ltd.
2. The Promotion runs from 9am (AEST) on 7 March 2024 and ends at 5pm (AEST) on 30 April 2024 or such later date notified by Merrifield by providing at least fourteen days' notice on <https://merrifieldmelbourne.com.au/buybuildget> (**Promotion Period**).
3. The Promotion applies to all residential lots (excluding those lots identified as townhouse lots) at the development known as Merrifield, located on Donnybrook Road, Mickleham and builders participating in the Promotion (**Builders**). The nominated Builders are as included on the Merrifield website <https://merrifieldmelbourne.com.au/buybuildget>. Merrifield has the right to determine the nominated and participating Builders at its absolute discretion.
4. Subject to paragraph 7, the Promotion is available to each person (**Purchaser**) who:
  - a) during the Promotion Period enters into a valid unconditional contract (**Land Contract**) with Merrifield for the sale of a residential lot (**Lot**); and
  - b) at least 14 days prior to the Settlement date under the Land Contract, enters into a contract (**Building Contract**) with a Builder for the construction of a dwelling at the Lot (excluding medium density townhomes and spec homes) and has paid the Builder a non-refundable deposit for an amount which is no less than 5% of the total value of the Building Contract (**Build Deposit**).
5. Subject to paragraph 7, Merrifield will grant the Purchaser a rebate of \$25,000 (including GST) at settlement of the Land Contract (**Rebate**).
6. For the avoidance of doubt, Purchasers will be required to have paid a minimum 5% deposit under the Land Contract and Build Contract, with the exception of titled lots where a \$10,000 deposit is acceptable.
7. In order for a Purchaser to receive the benefit of the Promotion:
  - a) the Builder must provide Merrifield with a copy of the executed Building Contract no later than 14 days prior to the settlement date of the Land Contract;
  - b) the Builder must provide Merrifield with a copy of the receipt for the Build Deposit no later than 14 days prior to the settlement date of the Land Contract;
  - c) the Purchaser must contact Merrifield Sales Manager at least 14 days prior to the settlement date of the Land Contract and provide Merrifield with a copy of the executed Building Contract and receipt from the Builder for the Build Deposit;
  - d) the Purchaser must settle its purchase of the residential lot on or before the settlement date of the Land Contract (**End Date**);
  - e) the Purchaser must not be in default of the Land Contract or Build Contract; and
  - f) the Purchaser must not be entitled to any other rebate referred to in the Land Contract.
8. In the event the Purchaser settles its purchase under the Land Contract after the End Date or nominates an additional or substitute transferee or is in default of the Land Contract, the Rebate does not apply.
9. The Promotion is not available in conjunction with any other Merrifield promotion or offer.
10. Merrifield reserves the right to cancel, extend or make changes to the Promotion at any time.
11. Merrifield reserves the right to withdraw any individual residential lots from the Promotion at any time.

12. Merrifield gives no warranties and makes no representations about any Builder's ability to enter into or perform a Building Contract.
13. If a Building Contract is cancelled for any reason at any time prior to settlement of the Land Contract, the Purchaser is not entitled to the Rebate.
14. Merrifield will not be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of or in connection with this Promotion or a Building Contract (including any failure by a Builder to enter into or perform a Building Contract), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).